NEW YORK FOOTBALL GIANTS, INC. et al v. CLEAR CHANNEL COMMUNICATIONS, INC.

Case 2:05-cv-05414-JLL-RJH

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**EXHIBIT L** 

## Ticket Giveaway Info

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Event organizers such as MLB have long claimed that their ticket provisions form a contract. Therefore they claim that acting contrary to those provisions (like giving the tickets away when the tickets say that they can't be used for promotional purposes), means we are "breaching" the ticket contract, and are potentially liable for damages. According to several outside attorneys I have spoken with, this position is not supported by the law. Our company's policy in this area has long been to deny that we are violating the rights of any event organizer such as MLB when we give away tickets, and to refuse to stop giving the tickets away.

If you are contemplating a promotion which involves giving away tickets, please keep the following in mind: (i) do not use the trademarks of the event organizer (like "Final Four Sweepstakes" or "Superbowl Sweepstakes") - if you have a question concerning the name you plan to use, please contact me or Ellen Lockwood; (ii) if possible, include language in the printed materials and website materials which says something like: "This promotion is not affiliated, connected, associated with, or in any way sponsored by the National Football League or any of its teams" and (iii) if feasible, do not actually give away the tickets themselves - instead, give away a cash component which may be used by the winner to purchase tickets on his or her own. I understand that this last element is not often possible, but if it is, then there really is no complaint that an event organizer may bring against us. You could give away sufficient cash for the winner to purchase tickets from a broker, and direct the winner to eBay, the classified ads or any other source for tickets.

Event organizers are becoming increasingly perturbed with us for our promotions involving tickets to their events. Just because the law is on our side now does not mean that MLB or some other party will not sue us or someone else in an effort to change the law. So all promotions involving tickets as prizes should be undertaken with the knowledge that you might receive a cease and desist letter from the event organizer, and be faced with having to decide to continue the promotion and risk actual suit, or terminate the promotion. This decision becomes even more difficult in the situation where we have sold the sponsorship of the promotion to a client.

As a new element of contests where the prize includes tickets to an organized event such as an NFL, NBA or MLB game, and the contest is not supported affirmatively by such event sponsor, we need to include the following language in the rules (customized in each case for the particular event organizer): add a new Section 1(D): "This contest is not affiliated, connected, associated with, or in any way sponsored by the National Football League or any of its teams."

Stations should also be advised to add this language to all website mentions of the contest, and all print materials concerning the contest should also carry this language.